

Date 1/6/78

Fee \$ 10.00

RECORDATION NO. 8994-A Filed & Recorded

JAN 6 1978 - 3 45 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and three counterparts of First Amendment to Equipment Lease dated as of December 15, 1977. *

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: No. 6 Rail Car Leasing Company
P. O. Box 218
Chicago Heights, Illinois 60411

Lessee: William M. Gibbons, Trustee of the
Property of Chicago, Rock Island
and Pacific Railroad Company
c/o Chicago, Rock Island and
Pacific Railroad Company
332 South Michigan Avenue
Chicago, Illinois 60604

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return all copies of the First Amendment to Equipment Lease to Robert C. Nash, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

NO. 6 RAIL CAR LEASING COMPANY

By

Its

Enclosures

* The original Equipment Lease was recorded at 12:10 p.m. on September 14, 1977 and assigned Recordation Number 8994.

DESCRIPTION OF EQUIPMENT

DESCRIPTION:	One hundred Fifty 52' 6" Gondola Cars
MANUFACTURER:	Thrall Car Manufacturing Company
IDENTIFICATION MARKS AND NUMBERS (BOTH INCLUSIVE):	ROCK 680150 through ROCK 680299 both inclusive
ORIGINAL LOAN VALUE PER ITEM:	An amount equal to the product of the invoice Cost (as hereinafter defined) of an Item times 74.7198%, but in no event to exceed \$20,000.
INVOICE COST:	Not to exceed \$27,700 per Item (4,155,000 for 150 Items) as evidenced by an invoice of the Manufacturer certified as to correctness of price by No. 6 Rail Car Leasing Company and Chicago, Rock Island and Pacific Railroad Company.

SCHEDULE A

Interstate Commerce Commission
Washington, D.C. 20423

1/9/78

OFFICE OF THE SECRETARY

Robert C. Nash
Chapman And Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 1/9/78 at 3:45Pm ,
and assigned recordation number(s) 8994-A

Sincerely yours,



H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

RECORDATION NO. 8994-A Filed & Recorded

FIRST AMENDMENT TO EQUIPMENT LEASE

JAN 6 1978 -3 45 PM

INTERSTATE COMMERCE COMMISSION

THIS FIRST AMENDMENT TO EQUIPMENT LEASE dated as of December 15, 1977 between NO. 6 RAIL CAR LEASING COMPANY, an Illinois corporation (the "Lessor") and WILLIAM M. GIBBONS, TRUSTEE OF THE PROPERTY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a Delaware corporation (said William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, together with any additional successor Trustee or Trustees of such property, and upon assignment, transfer or succession to the interest therein by the reorganized debtor pursuant to Section 77 of the Federal Bankruptcy Act, such reorganized company and its successors and assigns, being hereinafter referred to as the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore executed and delivered that certain Equipment Lease dated as of August 3, 1977 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Schedule A attached to said Lease; and

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on September 14, 1977 at 12:10 P.M. and has been assigned Recordation No. 8994; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease in the respects, but only in the respects, hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended by amending Schedule A attached to the Lease in the following respects:

(a) The BASE PRICE of each Item shall be \$27,700 (\$4,155,000 for 150 Items);

(b) The TERM LEASE COMMENCEMENT DATE shall be the earlier of the date on which the 150th Item of Equipment is delivered to and accepted by the Lessee or January 30, 1978;

(c) The ESTIMATED DELIVERY DATES shall be August, 1977 - January, 1978;

(d) The OUTSIDE DELIVERY DATE shall be January 30, 1978; and

(e) The FIXED RENTAL for each Item of Equipment shall be \$276.85 for each calendar month of the 180 calendar month Lease Term.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Lease dated as of December 15, 1977" or the "Lease dated as of December 15, 1977" without making specific reference to this First Amendment but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

This First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first above written.

NO. 6 RAIL CAR LEASING COMPANY

By James A. Darrall
its Vice President LESSOR

(Corporate Seal)

ATTEST:

Assistant Secretary

WILLIAM M. GIBBONS, Trustee of the
Property of CHICAGO, ROCK ISLAND
AND PACIFIC RAILROAD COMPANY

W. M. Gibbons

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of December, 1977, before me personally appeared Jerome D. Thall, to me personally known, who being by me duly sworn, says that he is a Vice President of NO. 6 RAIL CAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Senna L. Knez
Notary Public

(Seal)

My Commission expires: January 11, 1981

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23rd day of December, 1977, before me personally appeared WILLIAM M. GIBBONS, to me personally known, who being by me duly sworn, says that he is Trustee of the Property of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, and that the foregoing instrument was signed by him as Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company pursuant to Order No. 108 of the United States District Court for the Northern District of Illinois in Proceedings bearing No. 75B2697, a copy of which is attached hereto as Exhibit A.

John J. Quinn
Notary Public

(Seal)

My Commission expires: Oct. 26, 1981

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In the Matter of)	
)	
CHICAGO, ROCK ISLAND AND)	In Proceedings for the
PACIFIC RAILROAD COMPANY,)	Reorganization of a
)	Railroad
)	
Debtor.)	No. 75 B 2697

ORDER NO. 108 ON PETITION OF TRUSTEE FOR
AUTHORITY TO LEASE 200 PLAIN GONDOLA CARS

This cause coming on to be heard upon the Petition of William M. Gibbons, the Trustee herein, praying for the entry of an order for authority to lease for a period of 15 years 200 plain gondola cars, the detail of which is fully set forth and described in the said Petition filed herein, and due notice having been given to all parties entitled thereto; the Court having examined said Petition and being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the proposed lease attached to the Petition as Exhibit D be and the same is hereby approved.

2. That William M. Gibbons, the Trustee herein, be and he is hereby authorized to execute and deliver substantially in the form and content of said Exhibit D an Equipment Lease and take all action as may be necessary and proper to implement same.

3. That the obligations of the Trustee undertaken by said Equipment Lease shall constitute a Trustee's cost of administration entitled to priority with all other costs of administration, except that if the Trustee shall be obligated to surrender possession of the leased equipment prior to the stipulated termination date because of any of the reasons set forth under Section 3 of said lease, in such event Lessor shall have no claim

whatsoever against this estate or its Trustee other than for rentals or damages accrued and resulting from the operation of said equipment by the Trustee up to the date of the surrender of such possession.

4. That any right of the Lessor to take possession of the leased cars in compliance with the provisions of the said Equipment Lease shall not be affected by the provisions of Section 77 of the Bankruptcy Act.

Dated: July 29, 1977

ENTER:

/s/ Frank J. Mallon
District Judge